



# **CMAS Contract Management & Information Guide**

October 2008

(This packet supersedes all previous contract mgmt. guides)

- **Contract Management Information  
for Existing CMAS Contractors**
- **General Information Regarding  
CMAS Contracts**
- **Call CMAS for Information  
(916) 375-4363**



California Multiple Award Schedules • Procurement Division  
Department of General Services • State of California

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### TOPIC 1 – QUARTERLY REPORTS

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<b>Quarterly Reports Required</b>	CMAS contractors are required to submit business activity reports each quarter. A quarterly report is required for each CMAS contract, even if no new Purchase Orders were received for the quarter.
<b>Delinquent Reports</b>	If a contractor who was previously awarded a CMAS contract applies for, 1) a new contract or 2) an extension, renewal, or modification of an existing contract, CMAS staff will first verify that all required quarterly reports have been received for all current and past CMAS contracts prior to approving the new request. Delinquent reports can also result in termination of unexpired CMAS contracts.
<b>Reseller's Sales Activity</b>	Contractors must report the sales activity for all authorized resellers listed in their CMAS contract.
<b>Local Government Agency Orders</b>	Copies of all local government agency purchase orders placed against the CMAS contract referenced in the quarterly report <u>must</u> accompany the CMAS quarterly report.
<b>Mandatory Format</b>	<p>Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor.</p> <p>Select the following link for a blank quarterly report form: <a href="http://www.documents.dgs.ca.gov/pd/cmas/QReportFormat.doc">http://www.documents.dgs.ca.gov/pd/cmas/QReportFormat.doc</a></p>
<b>Required Information</b>	<p>The report must include the following information:</p> <ul style="list-style-type: none"><li>• Quarter number and year</li><li>• CMAS contract number</li><li>• Company name and address</li><li>• Name and phone number of person who completed the report</li><li>• Agency name</li><li>• Purchase order number</li><li>• Purchase order date</li><li>• Agency billing code (state agencies only)</li><li>• Pre-tax total purchase order amount</li><li>• Agency contact name</li><li>• Agency address</li><li>• Agency telephone number</li><li>• Total dollars for quarter</li></ul>

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

## Topic 1 – Quarterly Reports, Continued

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**Purchase Order Amount** The total value of the purchase order (less tax) must be reported (only once) for the quarter in which the purchase order is dated, regardless of when the services were performed, the products were delivered, the agency was invoiced, or when payment was received. For example, on a service purchase order with a one year term, the amount reported on the quarterly report is the total dollar amount on the order, not the incremental amount being invoiced after the service is rendered.

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**Total All Purchase Orders** The total dollars for the quarter is the sum of all purchase orders listed on the report. It is NOT the sum of monies invoiced or payment received.

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**Amended Purchase Orders and Reports** When an agency amends their purchase order to increase or decrease the dollar amount, the incremental dollar difference must be reported in the quarter the amendment was issued. Do not report the total purchase order amount. Under the purchase order number, include the word “amendment”.

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**Tax Not Included** Tax must NOT be included on the quarterly report, even if included on the purchase order.

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**Report Due Date** Quarterly reports are required within two weeks after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(JAN 1 to MAR 31)	<b>Due APR 15</b>
Calendar Quarter 2	(APR 1 to JUN 30)	<b>Due JUL 15</b>
Calendar Quarter 3	(JUL 1 to SEP 30)	<b>Due OCT 15</b>
Calendar Quarter 4	(OCT 1 to DEC 31)	<b>Due JAN 15</b>

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**Where to Send Report?** CMAS quarterly reports may be mailed, faxed, or E-mailed as shown below. If the report exceeds 10 pages with any applicable local government agency purchase orders attached, the report must be mailed (no faxes or E-mails.)

Department of General Services  
 Procurement Division – CMAS Unit  
 707 Third Street, 2<sup>nd</sup> Floor, MS 202  
 West Sacramento, CA 95605-2811  
 Attention – Quarterly Report Processing

Facsimile: (916) 375-4663  
 E-mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### TOPIC 2 – CMAS CONTRACT AMENDMENTS, EXTENSIONS, AND RENEWALS

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#### **CMAS Contract Amendments**

A CMAS contract can only be amended if the base contract is still active. It should be noted that for CMAS contracts based on Federal GSA schedules only, the CMAS contract expiration date is set three months beyond its base contract's expiration date to allow for delays in the renewal process of the base contract. During this three month "courtesy" period, however, if/when the base contract has been extended or renewed, only requests to extend or renew your CMAS contract will be considered. One exception: A request to change the CMAS contractor name to facilitate payment by the State Controller of valid billings may be considered after the CMAS contract has expired.

To request an amendment to your CMAS contract, send a written request to the CMAS Unit containing the following information:

- Your company name
  - Your CMAS contract number
  - The reason for the requested change
  - Any applicable attachments to support the change
  - Sign the request
- 

#### **Amendments to CMAS Contracts Based on Federal GSA Schedules**

A CMAS contract amendment is not required for updates and/or changes once the update and/or change becomes effective for the Federal GSA schedule, except as follows:

1. A CMAS contract amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
  2. A CMAS contract amendment is required for new Federal contract terms and conditions that constitute a material change from existing contract terms and conditions. A material change is defined as one having a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or the cost to the State.
  3. A CMAS contract amendment is required to extend the end term of the CMAS contract.
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#### **Amendments to CMAS Contracts Based on Non-GSA Multiple Award Contracts**

A CMAS contract amendment is required to make any changes to a CMAS contract based on a non-GSA multiple award contract, including any updates and/or changes to the products, services and prices.

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### Topic 2 – CMAS Contract Amendments, Extensions, and Renewals, Continued

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#### **CMAS Contract Extensions**

If the base Federal GSA schedule or non-GSA multiple award contract has been extended for one year or less, the CMAS contract may also be extended. For the purpose of CMAS contracts, base contract extensions of more than one year are considered renewals. See information on CMAS contract renewals below.

To request an extension of one year or less to your CMAS contract, send a written request to the CMAS Unit containing the following information:

- Your company name
- Your CMAS contract number
- The reason for the requested extension (which is due to the approved extension of the base contract)
- Attach documentation that the base contract has been extended for one year or less. This can be either the approved Federal Mod. 30 or a screen print from the GSA eLibrary showing the extended date of the contract, or an approved non-GSA modification. The GSA eLibrary can be accessed at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).
- Sign the request

Note: A request to extend a CMAS contract must be received in the CMAS Unit prior to the expiration of that contract. CMAS contracts that have already expired cannot be extended. If a CMAS contract has expired, the only way to reactivate it is to request a contract renewal. See information on CMAS contract renewals below.

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#### **CMAS Contract Renewals**

If the base Federal GSA schedule or non-GSA multiple award contract has been extended or renewed for more than one year, a contract renewal offer must be submitted to the CMAS Unit. A CMAS contract renewal offer contains all the same requirements as on a new CMAS contract offer. See Steps 1, 2, & 3 of Section 2 in the CMAS Contract Application Guide for the information required when requesting renewal of a CMAS contract.

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#### **Current with Quarterly Reports**

For contractors previously awarded a CMAS contract, new contracts, amendments, extensions, or renewals of existing contracts will only be approved if all quarterly reports due have been received.

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### TOPIC 3 – CONTRACTOR ADDRESS OR CONTACT NAME CHANGE

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**Contractor Address  
Change**

If a CMAS Contractor's address changes, the change must be reported to the CMAS Unit. Use Exhibit E (in this guide) "Contractor Address or Contact Name Change" to report address changes. Include on Exhibit E all active CMAS contract numbers held by your company.

Return the completed, signed Exhibit E to the CMAS Unit following the directions on the form. A contract supplement will be issued for each active CMAS contract reflecting your new address, and your new address will be shown on the CMAS website.

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**Contact Name  
Change**

If a CMAS Contractor's contact person, phone number, fax number, or E-mail address changes, the change(s) must be reported to the CMAS Unit. Use Exhibit E in this guide to report any changes to this information.

Return the completed, signed Exhibit E to the CMAS Unit following the directions on the form. A contract supplement will not be issued; however, your new contact information will be shown on the CMAS website.

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### TOPIC 4 – COMPANY NAME/OWNERSHIP CHANGE

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<b>Company Name</b>	The company name on a CMAS contract must match the company name on all purchase orders and invoices issued against the contract, or the State Controller's Office will not approve payment.
<b>Company Name/Ownership Change</b>	When a company changes its name, or has been purchased or merged with another company resulting in a company name change, they must contact the CMAS Unit to initiate a legal name change on their CMAS contract. Use Exhibit F (in this guide) to request a company name change on your CMAS contract.
<b>New Forms Required</b>	New certifications, authorization letters, licenses, and references are required, as applicable, in the company's new name when a company name change occurs. See Exhibit F of this guide.
<b>Ownership Change without Name Change</b>	If one company is purchased by another but there is no name change and only the FEIN changes, then the company is only required to submit a new Payee Data Record (Std. 204) and a letter of explanation. All other requirements noted above do not apply.

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### TOPIC 5 – CONTRACTOR DISTRIBUTES & MARKETS CONTRACT

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<b>Contractor Distributes Contract</b>	Contractors are required to furnish a complete copy of their CMAS contract(s) to state and local government agencies upon request. See Exhibit G (in this guide) for the components of a CMAS contract.
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<b>Contractor Markets Contract</b>	CMAS contractors are competing with many other contractors, and they must proactively market their CMAS contract. A CMAS Marketing Tool Kit is available at: <a href="http://www.documents.dgs.ca.gov/pd/cmas/toolkit.pdf">http://www.documents.dgs.ca.gov/pd/cmas/toolkit.pdf</a> . Also, Exhibit H, Useful Websites, in this guide provides various websites to help facilitate contacting state and local government agencies.
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<b>State Seal and Golden Bear</b>	Contractors are prohibited from using the State of California Seal or Golden Bear on any documents or materials.
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<b>Hot Link to CMAS Contractor Website</b>	If requested, a hot link from the CMAS List of Approved Contractors to your website will be made. To do this, the following information is required:
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- CMAS Contract Number
- Contractor Name
- Term of Contract
- Contact Person
- Phone Number
- Internet Address
- Brief Description of Products/Services

Mail the information to:

Department of General Services  
Procurement Division – CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605  
Attention: Application Processing  
Fax: (916) 375-4663

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### TOPIC 6 – CONTRACTOR COMPLIANCE

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<b>Compliance Focus</b>	<p>In accordance with the terms and conditions in each contract, the Purchasing Authority Management Section (PAMS) will request substantiating documentation from the contractor to ascertain that they are providing products and services at a price equal to or lower than shown in the base Federal GSA schedule or non-GSA multiple award contract.</p> <p>The PAMS will also ensure that all other CMAS program parameters are in compliance with the contract terms and conditions.</p>
<b>Contractor Responsibility</b>	<p>It is the responsibility of the Contractor to:</p> <ul style="list-style-type: none"><li>• Maintain copies of the Federal GSA schedule or non-GSA multiple award contract and all applicable modifications.</li><li>• Ensure that the CMAS contract includes the most current and up-to-date products, services and prices as approved for the Federal GSA schedule or non-GSA multiple award contract.</li></ul> <p>For compliance purposes, the Contractor is required to maintain all contract (Federal GSA and non-GSA) records that pertain to all CMAS transactions.</p>
<b>Using Another Contractor's Multiple Award Contract</b>	<p>Contractors who are offering products, services and prices from another contractor's Federal GSA schedule or non-GSA multiple award contract to establish a CMAS contract are NOT relieved from the responsibility to provide current products, services, and prices throughout the term of the contract.</p> <p>Contractors should offer base contracts they can keep current with.</p> <p>See CMAS Contract Management and Information Guide, Exhibit J, How to Obtain Federal GSA Price Schedules.</p>
<b>Product and Price Bundling</b>	<p>Product bundling is not allowed. All components shall be delineated as separate line items with individual product numbers or identifiers, unless specified in the base contract as a "bundled item" having a single "bundled" product number.</p>
<b>Copies of Purchase Orders &amp; Invoices</b>	<p>The Contractor will be required to provide the DGS, Procurement Division copies of purchase orders including all incorporated references and invoices during the compliance review process.</p>

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### Topic 6 – Contractor Compliance, Continued

<b>Copies of Quarterly Reports</b>	The Contractor will be required to provide the DGS, Procurement Division copies of CMAS Quarterly Reports covering the compliance review period.
<b>Line Item Substantiation</b>	<p>Contractors must substantiate that specific line item products and services shown on the purchase order were included on the base contract at the time the order was generated, and that pricing was at the base contract price or lower.</p> <p>Contractors must ensure that the purchase order includes specific part numbers for products and services, and descriptions “exactly” as referenced in the base contract.</p> <p>Position title, skill level, and hourly rate for all consulting services must be properly identified on the purchase order in the same manner as the Federal GSA schedule or non-GSA multiple award contract.</p>
<b>Copies of Amendments</b>	<p>The Contractor will be required to submit to the Purchasing Authority Management Section upon request copies of all amendments to the base contract, including the Federal Standard Form 30 for GSA schedules with amendments and all attachments.</p> <p>The Contractor is required to provide current price sheets for all products and services offered in the base Federal GSA schedule or non-GSA multiple award contract.</p> <p>Contractors must maintain a file of all past and current applicable Federal GSA schedules and/or non-GSA multiple award contracts and amendments for all products and services they offer to substantiate pricing.</p>
<b>Approval Required for Non-IT Services Exceeding \$50,000</b>	<p>State agency purchase orders (not applicable to local government agencies) for non-information technology services that exceed \$50,000 must be reviewed and approved by the Department of General Services, Procurement Division (DGS/PD) before issuance to the Contractor.</p> <p>Once the purchase order is approved by DGS/PD, it will be stamped approved and signed by DGS/PD and returned to the agency for issuance to the Contractor. Contractors are prohibited from accepting purchase orders for non-IT Services exceeding \$50,000 without the DGS/PD approval signature. Violation of this requirement may result in contract termination.</p>
<b>Agency Compliance Reviews</b>	<p>State agencies must respond to the following during a review:</p> <ul style="list-style-type: none"> <li>• Does the Contractor have a CMAS contract?</li> <li>• Does the file contain a copy of the contract and the individual price pages for the items purchased?</li> </ul>

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## SECTION 1 – CMAS CONTRACT MANAGEMENT

### Topic 6 – Contractor Compliance, Continued

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**Agency Compliance  
Reviews** (continued)

- Was “best value” documented?
- Was pricing bundled?
- Were products and/or services identified by the identification number shown in the base contract?
- Are the prices, position titles, skill levels and hourly rates delineated and do they correlate with those specified in the CMAS contract?
- Does the dollar amount fall within order limits?
- Does the purchase order reflect the correct contract number?
- Is a STD. 204 included or referenced in the file documentation?
- Were small businesses considered?
- Was a Statement of Work included?
- Was conflict of interest considered, if applicable?

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**Agency  
Documentation**

State agencies must have a complete copy of CMAS contracts in use, including all terms and conditions, products, services, and pricing located in their purchasing unit. All CMAS transaction documents must have attached the face cover of the CMAS contract showing the effective date, and the price pages identifying the base contract price for all items ordered.

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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 1 – ADMINISTRATIVE REQUIREMENTS

<b>Maximum Number of CMAS Contracts</b>	Contractors are limited to a maximum of 15 CMAS contracts.
<b>New Equipment Required</b>	<p>When the State procures new equipment, all equipment provided must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable. <u>State agencies must obtain approval from the Department of Finance (DOF) to procure used information technology equipment before issuing a CMAS purchase order for used equipment.</u></p>
<b>Replacement Products</b>	<p>With written approval from the CMAS Unit, the Contractor may offer replacement products before they are approved for the Federal GSA schedule or non-GSA multiple award contract if: 1) the replacement product functionally meets or exceeds original product, and 2) the replacement product is offered at the same or lower price than the original product.</p> <p>Submit a written request for replacement with technical product specification sheets for the original and replacement product with details of the differences, or the manufacturer's "published" product replacement announcement.</p> <p>Information technology replacement products must meet the State Productive Use Requirement as outlined in the Exhibit K of this guide.</p> <p>To enable the State to substantiate compliance, the Contractor must provide the name and address of a customer installation contact name and telephone number.</p>
<b>Open Market/Incidental, Non-Contract Items</b>	<p>The only time that open market/incidental, non-contract items may be included in a CMAS purchase order is when they fall under the parameters of the Not Specifically Priced (NSP) provision.</p> <p>If the NSP provision is not included in the CMAS contract, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS. See Section 2, Topic 6 of this guide for information on the NSP requirement.</p>
<b>Contractor Travel</b>	<p>If the contract provides for travel, state agencies may pay travel and per diem expenses according to state travel time and per diem rules (represented employee rates) with verified receipts.</p> <p>Notwithstanding the contract provisions, the State will not be responsible for the cost of travel to bring contractor personnel to the agency site to commence work. However, if requested by the ordering agency, the State will be responsible for the cost of travel from one California agency site to another.</p>

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 1 – Administrative Requirements, Continued

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**Contractor Travel**  
(continued)

Local government agencies will pay travel time and per diem according to their statutory requirements. All travel and per diem expenses must be within CMAS contract parameters, and incorporated into the agency purchase order. It is important that the agency and contractor discuss necessary travel requirements prior to issuing the purchase order, because the detail and cost (only as allowed for in the CMAS contract) must be included in the agency purchase order to be payable.

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**Bond Requirements**

Public Works: Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the purchase order price. Forms shall be provided to the Contractor. See the General Provisions in the CMAS Terms and Conditions, CMAS Public Works Requirements.

Progress Payments: (also see Section 2, Topic 3, Payments & Invoices) Any contract for goods (Public Contract Code 10314) or information technology products and/or services (Public Contract Code 12112), to be manufactured or performed by the Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the Contractor.

Any contract for non-IT services (Public Contract Code 10346) may include progress payments, however no bond is required.

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**Network Design Services**

All network design services must result in a hardware or software solution. Also, all network design services performed by the Contractor that include infrastructure components must be performed by a BICSI certified Registered Communications Distribution Designer (RCDD) employed either by the Contractor or subcontractor. Evidence of RCDD certification may be required by the ordering agency.

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**Follow-on Contracts Prohibited**

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (State Administrative Manual, Section 5202 and PCC 10365.5).

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*Continued on next page*

## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 1 – Administrative Requirements, Continued

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**Follow-on Contracts Prohibited**  
(continued)

Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

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**Telecommunication Requirements**

Effective July 11, 2005, the Department of General Services, Office of Network Services became part of the Department of Technology Services (DTS), Statewide Telecommunications and Network Division (STND). Exhibit L of this guide lists voice and data services available in the DTS/STND Contract CNT-001. These services are mandatory for all state agencies. Management Memo 04-08 requires agencies to utilize contracts issued by the STND to obtain voice and data services and to use consolidated services wherever available. In addition, pursuant to the State Telecommunications Management Manual (STMM) Chapter 0401, agencies are required to request approval and/or project delegation from the STND for the following:

- Teleconferencing/video conferencing
- PBX telephone systems
- Hybrid telephone systems with trunk connections
- Hybrid telephone systems to be installed behind a consolidated system
- Stand alone ACD or Voice Mail systems connected to consolidated systems
- Data Transport outside of the consolidated Frame Relay Services
- Request for Proposal (RFP) or Invitation for Bid (IFB) for telecommunications equipment and services
- Telecommunications consulting services

Once approval has been obtained from the STND, the equipment may be procured through CMAS or any other authorized procurement method.

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**Federal Lease to Own Purchase (LTOP)**

Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term are acceptable (\$1 residual value at the end of the term). This alternative financing arrangement may be faster, but a more expensive alternative to GS \$Mart™ or Lease \$Mart™.

Cancellation of any Lease to Own Purchase (LTOP) Plan for lack of funds should only be done when the organization is no longer funded. Court decisions have held that Terminations for Convenience should only be employed when the agency no longer has a requirement for the equipment. Example: An employee has retired and the position will not be filled so now there is a piece of equipment that is not needed. In other words, a desire for something different, newer, or better is not a justification for the premature cancellation of a lease.

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**Federal GSA Lease Provision**

Except for LTOPs, Federal GSA Lease provisions are NOT acceptable and cannot be sold through CMAS.

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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 2 – PURCHASE ORDER PROCEDURES AND GUIDELINES

<b>State Agencies</b>	State agencies use a Purchasing Authority Purchase Order, STD. 65 form, for both products and services.						
<b>Local Government Agencies</b>	Local government agencies use their own standard purchase order forms.						
<b>Not Competitive Bid</b>	CMAS transactions are NOT competitive bid transactions so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.						
<b>Awards Based on Best Value</b>	Agency awards are based on best value criteria, as applicable, and are not restricted to lowest cost (see Public Contract Code 12100.7 (g)).						
<b>Order Limits</b>	<p>The order limits for orders placed against CMAS contracts are as follows:</p> <table> <tr> <td>Information Technology Goods and Services</td><td>\$500,000</td></tr> <tr> <td>Non-Information Technology Services: (DGS-PD prior approval required if over \$50,000.)</td><td>\$250,000</td></tr> <tr> <td>Non-Information Technology Goods:</td><td>\$100,000</td></tr> </table>	Information Technology Goods and Services	\$500,000	Non-Information Technology Services: (DGS-PD prior approval required if over \$50,000.)	\$250,000	Non-Information Technology Goods:	\$100,000
Information Technology Goods and Services	\$500,000						
Non-Information Technology Services: (DGS-PD prior approval required if over \$50,000.)	\$250,000						
Non-Information Technology Goods:	\$100,000						
<b>Order Splitting</b>	Splitting orders to avoid monetary limitations is prohibited.						
<b>Purchase Order Amendments</b>	Agency purchase orders may be amended with the same contractor as the original purchase order following the requirements in the State Contracting Manuals (SCM). For non-IT products and services see the SCM Volume 2, Sections 6.B2.8 and 6.B2.9. For IT products and services see SCM Volume 3, Section 5.B2.8. Agency purchase orders may not be amended if the CMAS contract has expired or been terminated.						
<b>CAL-Card Transactions</b>	<p>CAL-Card is a payment mechanism some State and local government agencies use for the purchase of goods and services. The CMAS contract will stipulate whether or not the Contractor accepts the CAL-Card.</p> <p>A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders. This fee is waived for purchase orders to California certified small business, providing they have requested small business status on their CMAS contract.</p>						

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 2 – Purchase Order Procedures and Guidelines, Continued

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**Delivery of  
Products and  
Services**

Purchase orders must be issued before the expiration of the CMAS contract. However, delivery of the products or completion of the services can take place after the expiration of the CMAS contract (unless specifically stipulated otherwise in the contract), but must be as provided for in the contract and as specified in the order.

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**Reject Inaccurate  
Purchase Orders**

The Contractor must immediately reject purchase orders that are not accurate. Discrepancies between the purchase order and the contract must be corrected and the purchase order amended prior to any products and services being delivered.

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**Multiple Contracts-  
One Purchase  
Order Form**

Agencies wishing to include multiple CMAS contracts on a single Std. 65 Purchasing Authority Purchase Order must adhere to the following guidelines:

- All contracts must be for the same CMAS contractor.
  - The purchase order must go to one contractor location.
  - Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS contracts. The purchasing agency may only use one bill code.
  - For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with the line items and subtotal per contract number (do not include tax in the subtotal), and sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
  - The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS contract.
  - Do not combine items from both commodity and information technology contracts. Commodity contracts begin with the number "4" and information technology contracts begin with the number "3." The purchase order limits are different for these two types of contracts.
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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 3 – PAYMENTS AND INVOICES

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**Base Contract Price is Maximum**

Contract prices shown in the base Federal GSA schedule or non-GSA multiple award contract are maximums. Ordering agencies are encouraged to request lower prices when possible.

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**Administrative Fee/Billing**

The Department of General Services (DGS) will directly bill each state and local agency an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This fee is waived for purchase orders to California certified small businesses, providing they have requested small business status on their CMAS contract.

When the total of the agency purchase order is higher than the invoiced amount, the agency must issue an amendment to the purchase order to lower the total amount or DGS/PD will bill the administrative fee against the original higher total.

See DGS Price Book at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm> for current fees.

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**Maintenance Sales Tax**

The Board of Equalization has ruled that in accordance with Regulation 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, state agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for state accounting purposes.

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 3 – Payments and Invoices, Continued

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#### Progress Payments

A progress payment is a partial payment for a portion or segment of the work needed to complete a task. (Also see Section 2, Topic 1, Bond Requirements.)

To determine whether a particular task is separate and distinct, you must decide if later tasks build on it.

a. Special Goods and Information Technology Products and/or Services

Any contract for goods (Public Contract Code 10314) or information technology products and/or services (Public Contract Code 12112), to be manufactured or performed by the Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the Contractor.

b. Non-Information Technology Services

Any contract for non-information technology services (Public Contract Code 10346) may provide for progress payments to contractors for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

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#### Advance Payments

It is NOT acceptable to pay for services in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

Advance payment for services is allowed by Government Code 11019 only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency.

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 3 – Payments and Invoices, Continued

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**Contractor Invoices** Unless otherwise stipulated, contractor invoices shall be sent to the address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include, as applicable, the following:

- CMAS contract number
- Agency purchase order number
- Line item number
- Unit Price
- Quantity
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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**Required Payment Date** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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**Company Name Change** Many companies are changing their name and ownership status. The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment. Contractors must contact the CMAS Unit to initiate a legal name change for their CMAS contract. See Section 1, Topic 4 and Exhibit F (in this guide) for more information on company name changes.

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**Payee Data Record (Std. 204)** State agency accounting offices must have a copy of the Payee Data Record (Std. 204) in order to process payment of invoices.

The CMAS Unit includes the Contractor's signed Payee Data Record (Std. 204) as part of the completed contract. The Contractor should ensure that their agency customers have a copy of the complete contract that includes the Std. 204.

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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 4 – SMALL AND DISABLED VETERAN BUSINESSES

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<b>Small Business Certification</b>	To qualify for California small business considerations, the Office of Small Business and DVBE Services (OSDS) must certify your company. You may contact OSDS at 916/375-4940 or visit their website at: <a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a> .
<b>Administrative Fee Waived for Small Businesses</b>	<p>The Department of General Services, Procurement Division, is waiving the administrative fee (a fee charged to customer agencies to support the CMAS program) for purchase orders to California certified small business enterprises.</p> <p>Contractors who get certified as a Small Business or Disabled Veteran Business Enterprise subsequent to getting their CMAS contract award must notify the CMAS office requesting an amendment to their contract to include their certification number.</p>
<b>Small Business Consideration</b>	<p>Prior to placing purchase orders under the California Multiple Award Schedules (CMAS) program, state agencies shall, whenever “practicable”, first consider offers from small businesses that have established CMAS contracts (Government Code Section 14846(b)).</p> <p>NOTE: The Department of General Services will request substantiation of compliance during a compliance review of a State agency.</p>
<b>Website</b>	A list of CMAS Contractors who are certified as Small or Disabled Veteran Business Enterprises is available at <a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a> , select “Find a CMAS Contract”.
<b>Disabled Veteran Certification</b>	Participants who claim status as a Disabled Veteran Business Enterprise (DVBE) must provide their OSDS certification number with their CMAS application.
<b>Small Business/DVBE Subcontracting Participation</b>	<p>SMALL BUSINESS/DVBE – TRACKING</p> <p>State agencies are able to claim subcontracting dollars towards their Small Business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified Small Business or DVBE. The Contractor will provide the ordering agency with the name of the Small Business or DVBE used and the dollar amount the ordering agency can apply towards its Small Business or DVBE goal.</p> <p>SMALL BUSINESS/DVBE SUBCONTRACTING</p> <p>The amount an ordering agency can claim towards achieving its Small Business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each Small Business or DVBE.</p>

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 4 – Small and Disabled Veteran Businesses, Continued

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**Small  
Business/DVBE  
Subcontracting  
Participation  
(continued)**

The Contractor will provide an ordering agency with the following information at the time the order is quoted:

1. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
2. The Contractor will indicate to the ordering agency how the order meets the Small Business or DVBE goal, as follows:
  - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
  - Include the Small Business or DVBE certification number of each company listed, and attach a copy of each certification; and
  - Indicate the dollar amount of each subcontract with a Small Business or DVBE that may be claimed by the ordering agency towards the Small Business or DVBE goal; and
  - Indicate what commercially useful function the Small Business or DVBE subcontractor will be providing towards fulfillment of the order.

The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor from the quotation as outlined above.

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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 5 – AMERICANS WITH DISABILITIES ACT (ADA)

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#### **Americans with Disabilities Act (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other Federal and state laws and Executive Orders prohibit discrimination.

All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. Individual government agencies are responsible for self-compliance with ADA regulations. Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

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#### **ADA Policy**

The following outlines the Department of General Services, Procurement Division, Americans with Disabilities Act (ADA) policy of nondiscrimination on the basis of disability:

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

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#### **Phone Numbers for Help**

For persons with a disability needing a reasonable accommodation to participate in the procurement process, or for persons having questions regarding reasonable accommodations for the procurement process, please call the following numbers:

- Procurement Division at 916-375-4400 (main office)
- Procurement Division TTY/TDD (telephone device for the deaf)  
Sacramento Office: 916-376-1891
- California Relay Service  
Voice: 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech to Speech: 1-800-854-7784

You may also directly contact the Procurement Division contact person responsible for the procurement document.

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#### **Advance Notice**

**IMPORTANT:** To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due date for the procurement document.

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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 6 – NOT SPECIFICALLY PRICED (NSP) ITEMS

<b>What is NSP?</b>	The Not Specifically Priced (NSP) provision enables the agency to include in the purchase order non-contract products and services that are subordinate and peripheral to the other purchase order items, within the following parameters.
<b>Contractor Option and Responsibilities</b>	The NSP provision will be included in the contract at the option of the Contractor and the CMAS Unit except as stated below. If the NSP provision is included in the CMAS contract, the Contractor agrees to monitor all purchase orders received to ensure adherence to all NSP provisions.
<b>NSP Not Available</b>	<p>Not all contracts include the NSP provision. The NSP provision is included at the option of the Contractor and the CMAS Unit.</p> <p>The NSP provision will not be included in contracts for services only, software only, or furniture.</p> <p>Agency purchase orders for only NSP items are prohibited.</p>
<b>Manufacturer Authorization Required</b>	<p>Contractors must be authorized providers of the products and services they offer under the NSP provision.</p> <p>Contractors may be terminated from the CMAS program for selling NSP products and services that they are not authorized or certified to provide.</p>
<b>NSP Dollar Limits</b>	<p>Maximum Dollar Limitation:</p> <p><b>Purchase orders \$250,000 or less:</b> Total dollar value of all NSP items shall not exceed \$5,000.</p> <p><b>Purchase orders exceeding \$250,000:</b> Total dollar value of all NSP items shall not exceed 5% of the total cost of the purchase order, or \$25,000, whichever is less.</p>
<b>Clearly Identify NSP</b>	NSP items must be clearly identified on the purchase order.
<b>Items Specifically Excluded</b>	<p>The following NSP items ARE SPECIFICALLY EXCLUDED from any purchase order issued under this contract:</p> <ol style="list-style-type: none"> <li>1. Items that are not intended for use in direct support of the CMAS priced items identified in the same purchase order. A NSP item must be subordinate to the specifically priced item that the NSP item is supporting.</li> </ol>

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 6 – Not Specifically Priced (NSP) Items, Continued

#### Items Specifically Excluded (continued)

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced CMAS items included in the same purchase order.
3. Items that do not meet the Productive Use Requirement (see Exhibit K of this guide).
4. Any other items or class of items that are specifically excluded from the scope of the CMAS contract.
5. Public Works components that are NOT incidental to the overall project requirements. Refer to Section 2, Topic 8 of this guide, and the CMAS Terms and Conditions.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

#### Other NSP Parameters

Other NSP parameters are:

1. A purchase order containing NSP items may be issued only if it results in the best value alternative to meet agency needs.
2. Any product or service already specifically priced and identified in the contract may not be identified as a NSP item on a purchase order.
3. All NSP items included in a purchase order issued against a CMAS contract are subject to all the terms and conditions set forth in the contract.
4. Trade-ins and upgrades, involving the swapping of boards, are permissible where the CMAS contract makes specific provision for the action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

#### NSP Example

A non-contract cable is subordinate to a contract printer or facsimile machine and is eligible to be a NSP item subject to that cable meeting the remaining NSP requirements. However, non-contract printers or facsimile machines are not subordinate to a contract cable and not eligible to be a NSP item.

## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 7 – LOCAL GOVERNMENT USAGE

<b>Legislation</b>	Public Contract Code Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for both products and services.
<b>Who Qualifies?</b>	Any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
<b>Contractor Option</b>	It is the Contractor's option to offer (or not) the CMAS contract to local government agencies.
<b>Use Own Guidelines</b>	While we make the CMAS program available to local government agencies, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.
<b>Use Own Order Limits</b>	Local government agencies are NOT subject to the CMAS maximum order limits, but should make a determination of order limits that are consistent with their own policies and procedures. Local government agencies "are" subject to the Not Specifically Priced (NSP) dollar limits.
<b>Use Own Order Forms</b>	Local government agencies may use their own purchase order forms (in lieu of the State's Std. 65 Purchasing Authority Purchase Order Form), and shall issue it directly to the CMAS contractor via mail or facsimile.
<b>Quarterly Reports</b>	Contractors must report all activity by local government agencies in their quarterly reports.
<b>Payment</b>	Local government agencies shall accept sole responsibility for payment to the Contractor.
<b>Administrative Fee and Billing (Waived for Certified Small Businesses)</b>	The Department of General Services (DGS) will bill each state and local agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This fee is waived for purchase orders to California certified small businesses, providing the contractor has identified themselves as a certified small business to the CMAS Unit. However, a copy of the agency purchase order must still be sent to DGS for tracking of small business sales. (See next page for DGS address)

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 7 – Local Government Usage, Continued

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**Administrative Fee and Billing (Waived for Certified Small Businesses)**  
(continued)

See DGS Price Book at <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm> for current fees.

The Procurement Division will invoice state and local government agencies directly. The administrative fee is:

- Not included in the purchase order
- Not invoiced by the contractor
- Not remitted by the agency before an invoice is received

When the total of the agency purchase order is higher than the amount invoiced by the contractor, the agency must issue an amendment to the purchase order to lower the total amount or DGS/PD will bill the administrative fee against the original higher total

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**Where to Send Copies?**

Local government agencies are required to send a copy of the purchase order to:

Department of General Services  
Procurement Division, Data Management Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 203  
West Sacramento, CA 95605-2811

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## SECTION 2 – GENERAL CMAS INFORMATION

### TOPIC 8 – PUBLIC WORKS PROJECTS

<b>Definition of a Public Works Project</b>	A public works contract is defined as a contract for “the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind” in accordance with the Public Contract Code (PCC) Section 1101.
<b>Installation of Physical Layer Cable and Carpet</b>	Installation of physical layer cable and carpet is considered public works. Agency CMAS purchase orders may allow for a public works component only when it is incidental to the overall project requirements.
<b>Agency Responsible for Laws and Codes</b>	Agencies are to ensure that the applicable laws and codes pertaining to contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during the performance under the agency’s CMAS purchase order.
<b>Agency Determines Appropriate Classification</b>	<p>In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works.</p> <p>Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the purchase order that the prevailing wage rates are on file at the agency’s office, and will be made available upon request.</p> <p>The prevailing wage rates are available from the DIR at (415) 703-4774 or <a href="http://www.dir.ca.gov">www.dir.ca.gov</a> (select Statistics and Research).</p>
<b>Contractor’s License</b>	The CMAS Unit substantiates that the Contractor holds the appropriate license when the contract is established. However, the agency must verify that the Contractor’s license is still active and in good standing prior to placing the order by calling the State Contractor’s License Board at 1-800-321-2752 or on their website at: <a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a>
<b>Carpet</b>	Contractors who install carpet must possess a valid C-15 Contractor’s License.
<b>Storage Devices &amp; Shelving Systems, Pallets, Bookstacks, Racks, etc.</b>	Contractors who install storage devices, storage systems, shelving systems, bookstacks, pallet racks, etc., must possess a valid C-61, D-24 or D-34, Contractor’s License.

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## SECTION 2 – GENERAL CMAS INFORMATION

### Topic 8 – Public Works Projects, Continued

<b>Data Wiring and Cabling</b>	Contractors who install voice or data wiring and cabling must possess a valid C-7 or C-10 Contractor's License.
<b>Grounds for Termination</b>	Failure to be licensed or to keep the License current and in good standing shall be grounds for contract termination.
<b>State Contracting Manual</b>	State agencies planning these types of projects need to review the State Contracting Manual, Volume 1, Section 10 for applicable guidelines and regulations.
<b>Prime and Subcontractor Must be Licensed</b>	When Contractor's Licenses are required, the prime <u>and</u> subcontractor (when applicable) must both hold a valid license for the work being performed.
<b>Bond Requirements</b>	Public Works: Prior to the commencement of performance, the contractor must obtain and provide to the State, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the purchase order price. Forms shall be provided to the Contractor.

## Exhibit E – Contractor Address or Contact Name Change

**Address or Contact Change**

The contractor must complete this form to request an address change or CMAS contact name change. This information will be published at the CMAS website and used for distribution of all CMAS correspondence.

**Sign and Date Form**

Contractor Name: \_\_\_\_\_

CMAS Contract Number(s): \_\_\_\_\_

Person Requesting Change (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor Distributes Change**

The Contractor is responsible for distributing the new contact name and phone number, etc., when the contract is distributed to agencies (upon request). A one-page insert is acceptable. The CMAS Unit will include the contact name change information when the contract is next renewed or amended.

A contract supplement will be issued by the CMAS Unit for changes to a Contractor's address. The Contractor is responsible for distributing the supplement to agencies.

**Where to Send Form**

Department of General Services  
Procurement Division – CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605  
Attention: Application Processing

Phone (916) 375-4363

Fax: (916) 375-4663

**CHANGE CMAS ADDRESS/CONTACT INFORMATION AS SHOWN BELOW:**

Contractor (Company) Name: \_\_\_\_\_

CMAS Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## EXHIBIT F – COMPANY NAME CHANGE

Use this Exhibit F as your document to request a company name change on your CMAS contract. Provide the information requested, check the applicable boxes, and sign the document where requested.

**Explain Nature of Name Change**

This company's name has changed for the following reason:

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**Present Company Name**

This company's CMAS contracts are currently in the following company name:

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**CMAS Contract Number(s)**

This company has the following, active, CMAS contract(s):

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**New Company Name & Address**

This company's new name and address where orders must be sent are:

Company Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Attention: \_\_\_\_\_

**CMAS Contact Person**

Check one of the following:

- ☐ Our CMAS contact person and contact information has not changed.  
☐ Our CMAS contact person and/or contact information has changed as follows:

Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

*Continued on next page*

**Exhibit F – Company Name Change, Continued****Contractor  
Liabilities**

- 
- ☐ By checking this box, and by signing Exhibit F below, the new company named above accepts the CMAS Terms and Conditions, dated: \_\_\_\_\_, the base Federal GSA schedule or non-GSA multiple award contract terms and conditions, and all liability and responsibility under the CMAS contract(s) listed above from the date the contract(s) was issued to the initial contractor through contract expiration.
- 

**Payee Data Record**

- ☐ This company has enclosed a signed Payee Data Record (Std. 204) in the new company name. The Payee Data Record is available in a print and fill format at: [www.documents.dgs.ca.gov/osp/pdf/std204.pdf](http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf).
- 

**Secretary of State  
Registration**

Check one of the following boxes:

- ☐ This company is a Corporation, Limited Liability Company (LLC), Limited Liability Partnership (LLP), or Limited Partnership (LP), and a screen print is enclosed from the California Secretary of State's website showing we are registered and currently active.
- ☐ This company is a sole proprietor or a simple partnership, and registration with the California Secretary of State is not required.
- 

**Fictitious Business  
Name Statement**

Check one of the following boxes:

- ☐ This company requests to be shown as a different name (dba) on our CMAS contract than as registered with the California Secretary of State. *(Attach a copy of your valid Fictitious Business Name Statement filed with a California County Clerk).*
- ☐ This issue is not applicable to our offer.
- 

**Seller's Permit**

Check one of the following boxes:

- ☐ This company is offering personal tangible property to the State of California, and our California Seller's Permit Number is: \_\_\_\_\_
- ☐ This company is offering consulting, technical, or personal services only to the State of California; therefore, a California Seller's Permit is not required.
- 

**California  
Contractor's  
License**

Check one of the following boxes:

- ☐ This company's offer includes some ancillary Public Works installation, and our valid California Contractor's License Number is: \_\_\_\_\_
- ☐ This company is not offering any installation services considered Public Works.
- 

*Continued on next page*

**Exhibit F – Company Name Change, Continued****Business Status**


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This company is a (*check applicable boxes*):

- ☐ California certified Small Business – Certification No. \_\_\_\_\_
- ☐ California certified Disabled Veteran Business Enterprise (DVBE) – Certification No. \_\_\_\_\_
- ☐ Uncertified Small Business (*will be shown as a large business*)
- ☐ Large Business
- 

**Authorizing Resellers to Use Your CMAS Contract**

Check one of the following boxes:

- ☐ This company is a manufacturer or publisher, and is requesting the dealer(s) shown on the attached list to be included in this contract as authorized resellers. (*See Section 2, Step 2 of the "CMAS Contract Application Guide" for the information you are required to provide if you are requesting the inclusion of approved resellers on this CMAS contract.*)
- ☐ This company is not requesting authorized resellers on this contract.
- 

**Authorization for Products and Technical Services**

Check one of the following boxes:

- ☐ This company has enclosed a signed letter from the manufacturer, base GSA holder, or a major distributor authorizing us to resell each brand of product offered.
- ☐ This company has enclosed a signed letter from the manufacturer(s) authorizing our company to resell their products, and to resell or provide repair, maintenance, and/or training services on their products.
- ☐ This company is offering their own products, or is the holder of their own Federal GSA schedule, so a letter of authorization is not required.
- ☐ This company is offering consulting/personal services only, so a letter of authorization is not required.
- 

**Specific Manufacturer Authorization**

Check one of the following boxes:

- ☐ This company has enclosed the specific manufacturer authorization letter(s) required for the products/services offered. For a listing of these specific manufacturers and their contact information go to: [www.pd.dgs.ca.gov/cmas/SpcMfgAuth.htm](http://www.pd.dgs.ca.gov/cmas/SpcMfgAuth.htm).
- ☐ Specific manufacturer authorization letters do not apply to this CMAS contract offer.
- 

**Customer References**

Check one of the following boxes:

- ☐ This company has enclosed a minimum of three customer reference forms (Exhibit D-1), and the reference matrix (Exhibit D-2) to support the consulting/personal services offered.
- ☐ This company is offering consulting/personal services from their own Federal GSA schedule, so customer references are not required.
- ☐ This company is offering products only, so references are not required.
- 

*Continued on next page*

## Exhibit F – Company Name Change, Continued

### Local Government Agencies

Check one of the following boxes:

- ☐ This company will accept orders against the CMAS Contract resulting from this offer from local government agencies.
- ☐ This company will not accept orders against the CMAS Contract resulting from this offer from local government agencies.

### Minimum Order Amount

Check the box that applies to the smallest order your company will accept under your CMAS contract.

- ☐ The minimum order amount is: \$\_\_\_\_\_
- ☐ There is no minimum order amount.

### CAL-Card

Check one of the following boxes:

- ☐ CAL-Card is accepted by this company.
- ☐ CAL-Card is not accepted by this company.

### Not Specifically Priced (NSP) Provision

Check one of the following boxes:

- ☐ The Not Specifically Priced (NSP) provision is requested.
- ☐ The Not Specifically Priced (NSP) provision is not requested.

### Signature Binding Offer

The representative from the new company identified below is authorized to bind this company to this CMAS contract offer:

\_\_\_\_\_  
Printed Name of Former Company Representative

\_\_\_\_\_  
Printed Title of Former Company Representative

\_\_\_\_\_  
Signature of Former Company Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of New Company Representative

\_\_\_\_\_  
Printed Title of New Company Representative

\_\_\_\_\_  
Signature of New Company Representative

\_\_\_\_\_  
Date Signed

## EXHIBIT G – COMPONENTS OF A CMAS CONTRACT

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**CMAS Contract Components**

A complete copy of a CMAS contract includes:

- Cover page with Department of General Services (DGS signature and logo.
- California Ordering Instructions and Special Provisions and CMAS Terms and Conditions.
- Your company's Payee Data Record (Std. 204).
- Federal General Services Administration (GSA) schedule or non-GSA multiple award contract terms and conditions.
- Federal GSA schedule or non-GSA multiple award contract products, services, and prices.

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**Who Distributes Contract?**

Each contractor is responsible for the distribution of their CMAS contract upon request by any state or local government agency.

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## EXHIBIT H – USEFUL WEBSITES

<b>CMAS Home Page</b>	<a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a>
<b>Contractor License Status</b>	<a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a>
<b>Secretary of State</b>	<a href="http://kepler.ss.ca.gov">http://kepler.ss.ca.gov</a>
<b>State of California</b>	<a href="http://www.ca.gov">www.ca.gov</a> (click on State Agency Index for a list of State Depts.)
<b>State Government Contacts</b>	<p>California Directory: <a href="http://www.cold.ca.gov">www.cold.ca.gov</a></p> <p>Procurement Division Directory: <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a> (select Contact Us)</p> <p>State Departments: <a href="http://www.pd.dgs.ca.gov/deleg/delegpurch.htm">www.pd.dgs.ca.gov/deleg/delegpurch.htm</a> (select "Departments with Approved Purchasing Authority")</p>
<b>Office of Small Business and DVBE</b>	State S/B and DVBE Advocates: <a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a> : (select DVBE and S/B Advocates, then S/B and DVBE Advocates Directory)
<b>California Codes and Laws</b>	<a href="http://www.leginfo.ca.gov">www.leginfo.ca.gov</a>
<b>City and County Government Contacts</b>	<p>League of California Cities: <a href="http://www.cacities.org">www.cacities.org</a></p> <p>California Association of Public Purchasing Officers (CAPPO): <a href="http://www.cappo.org">www.cappo.org</a></p> <p>California Association of School Business Officers (CASBO): <a href="http://www.casbo.org">www.casbo.org</a></p>
<b>Electronic State Standard Forms</b>	<a href="http://www.dgs.ca.gov/osp">www.dgs.ca.gov/osp</a> (select Standard Forms)
<b>Federal Supply Schedule</b>	<p><a href="http://www.gsaelibrary.gsa.gov">www.gsaelibrary.gsa.gov</a></p> <p>To request a Federal Schedule copy, call 800/488-3111, select option 3; or E-mail <a href="mailto:schedules.infocenter@gsa.gov">schedules.infocenter@gsa.gov</a></p>

## EXHIBIT J – HOW TO OBTAIN FEDERAL GSA SCHEDULES

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### Current Federal GSA Schedules

There are three (3) options for obtaining a copy of a current Federal GSA schedule, including price pages for product/services, contract terms and conditions, and all applicable modifications. They are:

Option 1-Internet: [www.gsaelibrary.gsa.gov/elib/eLibrary.jsp](http://www.gsaelibrary.gsa.gov/elib/eLibrary.jsp)

Option 2-Phone: GSA National Customer Service Center at 800-488-3111, option 3

Option 3-E-mail: [schedules.infocenter@gsa.gov](mailto:schedules.infocenter@gsa.gov)

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### Information Required by the Federal GSA

Request made via E-mail must include the following information: Name of Company (owner of contract), GSA Contract Number, and Effective Dates of Contract

**Note:** Always request all schedule modifications (Std. Form 30) issued during the life of the schedule.

#### EXAMPLE:

XYZ CORPORATION

GS-35F-1234D

October 1, 2007 – September 30, 2012

**Include all modifications issued during life of schedule.**

The following information is required by GSA in order to fill the request:

- Name of Requester
- Company Name
- Address
- Phone Number
- Fax Number

The charges for “current” schedules are:

- No charge for schedules containing 249 pages or less.
- Ten (10) cents per page for schedules containing 250 pages or more, starting with page 1.

After the Federal Schedules Information Center has received the request, staff will research the subject schedule. The requester will be contacted after a page count and a price has been determined, if applicable. When payment is received, the requester will receive the information via U.S. Mail. Please allow a minimum of 2 weeks to receive copies of the schedule(s) requested.

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### Expired Federal GSA Contracts

There are four (4) options for obtaining a copy of an expired Federal GSA schedule, including price pages for product/services, contract terms and conditions, and all applicable modifications.

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*Continued on next page*

## Exhibit J – How to Obtain Federal GSA Schedules, Continued

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### Expired Federal GSA Contracts (continued)

- Option 1-Internet: [www.gsa.gov](http://www.gsa.gov) (then select link to Freedom of Information Act)
- Option 2-Phone: Federal Freedom of Information Act (FOIA) at (202) 501-2262, ask for Sharon Lighton
- Option 3-E-mail: [sharon.lighton@gsa.gov](mailto:sharon.lighton@gsa.gov)
- Option 4-FAX: Federal Freedom of Information Act at (202) 501-2727; Attention Sharon Lighton

The Internet site contains useful information on how to request a document, fees, and office address information. FOIA has begun to put GSA FSS Price Schedules on their Website, however, not all schedules are available at this time. If a schedule is found online, it may be able to be downloaded. Otherwise, provide FOIA with the price schedule and requestor information as detailed above.

FOIA charges are:

- No charge for schedules with a cost of \$25.00 or less.
- \$29.00 per hour charge for researching a request, plus ten (10) cents per page for any requested copy.

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### How Long Does it Take?

Please note that under the Freedom of Information Act, FOIA is required to respond to all requests within 20 working days from receipt of request.

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## EXHIBIT K – PRODUCTIVE USE REQUIREMENT FOR INFORMATION TECHNOLOGY PRODUCTS

The following requirements apply to all information technology products being offered for a CMAS contract.

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### Productive Use Requirement for Information Technology Products

The elapsed time that hardware or software must have been in operation is based upon the importance of the hardware or software for system operation and its cost.

Each hardware or software component must be in current operation for a paying customer. The paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

Categories 1 and 2 below designate product categories and the required period of time for equipment or software operation before replacement products and NSP items are acceptable.

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### Category 1 – Critical Software

Critical software is software that is required to control the overall operation of computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software and other essential system software.

#### Cost

#### Prior Operation

- |                              |          |
|------------------------------|----------|
| (1) More than \$100,000      | 8 months |
| (2) \$10,000 up to \$100,000 | 4 months |
| (3) Less than \$10,000       | 1 month  |
- 

### Category 2 – All Information Technology Equipment and Non-Critical Software

Information technology equipment is defined in SAM Section 4819.2.

#### Cost

#### Prior Operation

- |                              |          |
|------------------------------|----------|
| (1) More than \$100,000      | 6 months |
| (2) \$10,000 up to \$100,000 | 4 months |
| (3) Less than \$10,000       | 1 month  |
- 

### Compliance Substantiation

To enable substantiation of compliance with the Productive Use Requirement, the contractor must provide the name and address of the applicable customer installation and the name and telephone number of a contact person.

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## EXHIBIT L – TELECOMMUNICATIONS SERVICES

<b>Contract CNT-001</b>	The services listed below are on the Department of Technology Services, Statewide Telecommunications and Network Division Contract CNT-001. These services are mandatory for all state agencies pursuant to the Department of General Services Management Memo 04-08.	
<b>Voice Network Services</b>	<ul style="list-style-type: none"> <li>• Local Usage</li> <li>• Long Distance</li> <li>• Long Distance Access</li> <li>• Advanced Intelligent Network (AIN)</li> <li>• Toll Free</li> <li>• Enhanced Toll Free</li> <li>• 800 Enhanced Call Routing (ECR)</li> </ul>	<ul style="list-style-type: none"> <li>• International Toll Free</li> <li>• 900 Service</li> <li>• Operator Services</li> <li>• Calling Card</li> <li>• PrePaid Calling Card</li> <li>• Centrex Audio Conferencing</li> <li>• Audio Conferencing</li> </ul>
<b>Line Side Services</b>	<ul style="list-style-type: none"> <li>• Business Access Line (1MB)</li> <li>• Centrex</li> <li>• Integrated Services Digital Network (ISDN)</li> <li>• Account Codes</li> <li>• Private Branch Exchange (PBX) Trunks</li> <li>• Super Trunk Service</li> <li>• Voice Mail</li> <li>• Announcements/Music in queue</li> </ul>	<ul style="list-style-type: none"> <li>• Custom Local Signaling Services (CLASS)</li> <li>• Interactive Voice Response (IVR) and Call Router</li> <li>• Automated Attendant/Call Routing</li> <li>• Automated Call Director (ACD)</li> <li>• ACD/Management Information System (MIS)</li> <li>• Computer Interface (CompuCall) Service</li> <li>• Intelligent Call Routing</li> </ul>
<b>Data Services</b>	<ul style="list-style-type: none"> <li>• Dedicated Services</li> <li>• Extended Dedicated Services</li> <li>• SONET (Synchronous Optical Network) Ring and Access Services</li> <li>• ISDN</li> <li>• Switched 56</li> <li>• Switched T1/T3</li> <li>• Extended ATM</li> </ul>	<ul style="list-style-type: none"> <li>• Frame Relay Service and Asynchronous Transfer Mode (ATM) Data Services</li> <li>• InterLATA Frame Relay &amp; ATM</li> <li>• Extended Frame Relay</li> <li>• Managed Frame Relay</li> <li>• Managed Extended Frame Relay</li> <li>• Gigabit Metropolitan Area Network (GigaMAN)</li> </ul>
<b>Additional Services</b>	Billing/Invoicing Services	